

# Student Accommodation Services RESIDENCE REGULATIONS 2020/2021



## Applicable to SAS Lettings Properties

SAS Lettings is a joint venture between  
Swansea University Residential Services  
&  
Swansea Students' Union.

(INCLUDES SUPPORTING POLICIES AND PROCEDURES)



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# INTRODUCTION

Welcome to your university managed house. The Student Accommodation Services (SAS Lettings) Team will make every effort to ensure your stay is enjoyable and ask that you assist us with this aim.

As with all communities, our residences require regulations to operate effectively and these rules have a sound basis in common sense. There are simply two underlying principles:

- Be considerate of your own safety and wellbeing of your neighbours;
- Respect individuality and understand that all residents have different lifestyles and needs.

The following regulations apply to all University Residences including Student Accommodation Services' properties; they are approved by the University's Student Affairs Committee; they meet the UUK Accommodation Code of Practice and ensure related UK housing legislation is met. In signing your Residence Licence Agreement, you are deemed to be accepting, and agree to abide by all related regulations, policies and procedures, contained herein.

Correspondence concerning all residence matters will be sent to your student email so you must check this regularly for communications from Student Accommodation Services.

As a resident, you are also bound by the University's General Regulations, which are contained in the Academic Handbook and on the University's website. (For clarity, the University's Regulations are applied, in cases where the issue needs to be dealt with more widely than just within the Residence Regulations.)

Thank you for taking the time to read these regulations. Please do not hesitate to contact the SAS Lettings team if any parts are unclear. We hope the information is informative and will help ensure your stay is one you will cherish.

***Manager, Student Accommodation Services***



## 1. GENERAL TERMS

1. You must inform us of any disability or special needs that support your accommodation application; providing supporting evidence where necessary. This information will only be used to make appropriate adaptations to the facilities and service where necessary e.g. installation of a hearing loop, if required. Our Residences are an independent living environment and staff cannot provide additional care – this support will need to be provided by an outside agency.
2. You must complete the Residential Services' online induction as this forms part of your accommodation acceptance process.
3. If you live in family accommodation and your partner is not a student, you will receive a joint tenancy on the understanding that you both agree to be bound by these Residence Regulations. If you cease to be enrolled at the University, you must both vacate the accommodation.
4. You are responsible for your visitors and any poor behaviour on their part will result in you being disciplined and/or charged accordingly for their misdemeanours.
5. If you have an issue with your accommodation or related service, you must report it to the SAS Lettings office, the university or security team within 24 hours. If the matter is unresolved, register your complaint formally by completing a Complaint Form (obtained from Residence Receptions, Horton Main Reception or Blackboard).
6. We expect you to register with the University's General Practitioner or with a local medical practice within 2 weeks of arrival in Swansea.
7. Students with an ICE (In Case of Emergency Form) with instructions and necessary action in a medical emergency, must display these inside their wardrobe door.
8. You can only occupy your accommodation during the period stated in your Residence Licence Agreement.
9. You must divulge any unspent criminal convictions relevant to your accommodation application.
10. Payments must be made by payment dates.
11. All aspects of the Residence Regulations and Licence Agreement must be adhered to; Failure to adhere with any terms of these Regulations may result in the Residential Disciplinary Procedure and/or Charges Policy being invoked.

## 2. FIRE, SAFETY AND SECURITY

1. These Fire, Safety and Security terms must be adhered to. Failure to do so will result in the Residential Disciplinary Procedure and/or Charges Policy being invoked.
2. You must keep your accommodation secure and are responsible for the safekeeping of your residence keys. If you persistently lock yourself out you risk invoking the above processes – see Disciplinary Matrix.
3. You must familiarise yourself with fire regulations; participate in evacuation procedures; know the location of firefighting equipment and your nearest fire exit. Fire safety signs and information are posted on walls/doors within the property and on the noticeboard in the hallway.
4. You must follow the approved fire evacuation procedures including any personal emergency evacuation plans (for students with specific accommodation evacuation needs).
5. Fire prevention, fire doors, alarms and detection equipment is provided for your safety and you must not tamper with it under any circumstances. This includes propping open any fire doors. It is a criminal offence to misuse/tamper with any fire equipment. The University regards misuse of fire equipment extremely seriously as it endangers lives.
6. If resident(s) responsible for tampering with fire equipment are not identified, all residents in the property will be subject to the Charges Policy and Residential Disciplinary Procedure.
7. If firefighting equipment is used you must report this to the SAS Lettings office within 24 hours.



8. Any items that are deemed by the Manager of Student Accommodation Services, or Nominee, to pose an increased risk of fire or could impinge on evacuation in the event of a fire are prohibited in accommodation e.g. bikes in corridors, deep fat fryers, etc.
9. You are not to discharge any fireworks, light fires, barbecues or the like on any SAS Lettings property that is likely to cause damage. Failure to do so may result in the Residential Disciplinary Procedure and/or Charges Policy being invoked.
10. Misuse/abuse of kitchen facilities will not be tolerated
11. In the event of a fire alarm being activated you (and visitors) must evacuate the building and only return when instructed by University staff or the Fire Service.
12. If you have an accident in a SAS Lettings property, you must report the incident to the SAS Lettings office to prevent further accidents occurring.
13. You must not remove safety catch from windows, throw items or place/hang items on outer window ledge.
14. You are not permitted to access the roof.

### 3. GENERAL CONDUCT AND BEHAVIOUR

Whilst not an exhaustive list, the following should be regarded as general examples of misconduct within the University's owned and managed accommodation, and therefore subject to the Charges Policy and/or Residential Disciplinary Procedure. The Disciplinary Matrix sets out and highlights the normal level of sanctions that could be imposed for representative incidents of misconduct.

1. Your conduct and behaviour must comply with your commitments as a resident, as set out in the Residential Services' Student Charter and in the Declaration of Understanding contained in your Licence Agreement, including (but not limited to) to cooperating fully with investigations into security and disciplinary shortcomings.
2. Violent, indecent, disorderly, threatening or offensive behaviour or language whilst in a SAS residential property or area surrounding the property will not be tolerated, including any breach of the University's Equality and Diversity or Harassment policies.
3. Vandalism is never acceptable – this includes significant or deliberate damage or defacement of SAS residential property (including not following an appropriate cleaning regime), caused intentionally or recklessly, and the misappropriation of such property.
4. You are required to show consideration to other residents in and around your SAS managed property concerning noise levels. Noise is classed as excessive if it disturbs another resident. You will be asked to reduce noise if complaints are received or instructed to do so by a University member of staff.
5. You must keep noise to a minimum during the weekdays and Sundays between 11pm and 8am and Fridays and Saturdays between 12 Midnight and 8am. (If you experience problems with noise from other residents please, firstly, speak directly to the person involved then contact SAS Lettings or University Security. If noise is emanating from a property not managed by SAS, please contact Environmental Health or the Police.) During examination periods, noise regulations will be strictly enforced and sanctions swiftly imposed - Disciplinary Matrix.
6. Offences under criminal law are not tolerated within residences, and SAS Lettings will not hesitate to notify the Police where appropriate. SAS may conduct their own investigations and you may be required to move to an alternative room or be excluded from all University accommodation while the Police investigation and action is in progress; where an individual(s)'s safety is put in jeopardy.
7. Fraud, deceit, deception, dishonesty, misuse or unauthorised use of SAS' residential properties (or items of property) will not be tolerated.
8. The use of controlled drugs is a criminal offence and their use is prohibited. If you are found to be using or selling drugs from a SAS property, the matter will be reported to the Police.
9. The University views all theft as a serious matter. In addition to invoking the Residential Disciplinary Procedure, SAS Lettings may also contact the owner of the property who may decide to prosecute, including possibly the police.



10. Obstruction or improper interference with the functions, duties or activities of any student, member of staff or other employee or contractor of the University or any authorised visitor to the University will not be tolerated.
11. Conduct which unreasonably disrupts or is likely to disrupt University activities, any student in pursuit of his/her studies or living arrangements, or contravenes the Residence Regulations and other related University policies will not be endured.
12. Failure to disclose name and other relevant details e.g. address, student number, etc. to an employee, agent or authorised person of the University in circumstances when it is reasonable to require that such information be given, will not be supported.
13. Ball games are not permitted in areas where damage may be caused (for example, near windows or parked cars) or where other residents will be disturbed.
14. The use of blue tack is not permitted within the properties. Any damage/redcoration required as a result of using blue tack will be charged to the student(s) accordingly. SAS recommend using white tack or pins (apart from on fire doors – no pins to be used here under any circumstances)
15. Smoking is prohibited as per the [University's Smoke Free Policy](#): this includes all study rooms and communal areas. Smoking can only occur outside the building.
16. Behaviour which specifically brings the University and SAS Lettings into disrepute is not acceptable.
17. Behaviour deemed to jeopardise your safety or others' will not be tolerated and is likely to result in exclusion from residence.
18. Failure to comply with a previously imposed sanction could re-invoke the [Residential Disciplinary Procedure](#).
19. Alcohol does not exonerate you from responsibility for your actions

#### 4. USE OF ACCOMMODATION

These terms of Use of Accommodation must be adhered to. Failure to do so will result in the Residential Disciplinary Procedure and/or Charges Policy being invoked.

1. You must keep all areas of your accommodation clean, tidy and in a safe condition that is free of damage, as stated in your Licence: Failure to do so may result in invoking the [Residential Disciplinary Procedure](#) and/or [Charges Policy](#). This includes the disposal of appropriate refuse on a rota basis i.e. "pink" or "green" week. Details of refuse collection dates for your property can be found by visiting [www.swansea.gov.uk/kerbsidecollectiondates](http://www.swansea.gov.uk/kerbsidecollectiondates).
2. Safety and maintenance inspections will take place throughout the year and where upkeep or cleanliness issues persist, contract cleaners will be brought in and costs will be passed onto residents.
3. Out of hours support is provided to students for **emergency repairs** (after 4.30pm Monday to Thursday, 4.00pm Friday and over the weekend) on 01792 205678.

Examples of emergency repairs are:

- Water – burst pipes or tank
  - Gas leak or supply failure
  - No heating – dependant on the time of year and weather conditions.
  - No hot water – dependant on the time of night
  - Electricity – supply failure or dangerous fault
  - Serious sewerage leak
  - Front or back door lock not working, windows or doors are not secure
4. Replacement keys are available from the Security Desk in Fulton House – students will be required to collect them (some form of proof of identity will be required). £20.00 charge per key will be added to your next rental payment.
  5. Any false / misleading reports will result in any call out charges being passed directly onto the student(s) responsible. It may also result in disciplinary action being taken.



6. You must look after all areas of your accommodation and report incidents of damage (accidental or deliberate) or required repairs within 24 hours of becoming aware of it, and within 7 days following your arrival.
7. Failure to look after your accommodation or report repairs in a timely fashion may result in invoking the Residential Disciplinary Procedure and/or Charges Policy.
8. Fictitious or malicious call outs will result in an administration charge.
9. Only University appointed staff/contractors are permitted to carry out repairs. Under no circumstances should you arrange repairs with other parties: If you do so, you will not be reimbursed for the work and may be charged for any rectification work.
10. Unreported damage at the end of term will be attributed to residents living in and responsible for a designated area. Therefore, any damage that occurs in a communal area will be split equally amongst all residents, unless the responsible student(s) admit liability.
11. You are covered by a Block Accommodation Insurance policy. Your Insurance Certificate is emailed to you prior to arrival and contains full details of your insurance policy and cover.
12. If you live in a single room and your family arrives during the academic year, you can only transfer to couple/family accommodation if there are vacancies.
13. If you live in designated couple accommodation, this is suitable for two adults and an infant up to 18 months old by the end of the licence period, after which time you must transfer to larger accommodation.
14. You are responsible for ensuring that any equipment you bring is electrically safe and suitable for UK electrical systems (for details, refer to the Electrical Safety Council). If you are in doubt about the suitability of appliances contact SAS Lettings who will arrange an electrical test, if necessary. Failure to ensure your appliances are safe may result in invoking the Residential Disciplinary Procedure and/or Charges Policy and items being confiscated.
15. Cooking appliances and/or food preparation are not permitted in your study room.
16. Residents in SAS Lettings properties must apply to the Council for parking permits to park in Residents Bays.
17. Bicycles must be kept secured stored in designated areas usually at the back of the property. No bikes to be stored within the property.
18. You must attend any accommodation meeting called by Student Accommodation Services' staff.
19. You must participate in personal and residence recycling of waste and sustainability initiatives including the Local Council's initiatives.
20. You are not permitted to keep any animals in your accommodation. This excludes guide dogs for hearing or visual impairments.



# APPENDIX A: RESIDENTIAL SERVICES' PROCEDURES FINANCE



# RESIDENTIAL SERVICES' DEBT MANAGEMENT POLICY AND PROCEDURE

## 1. INTRODUCTION

This sets out the procedure that will be followed in relation to managing residential student debt. The University's policy is to minimise all levels of debts while ensuring students are given appropriate support to pay fees owed in a timely fashion. The procedure relates to all accommodation fees and additional residential charges payable to the University. Residential Services' Debt Management Policy and Procedures have been developed to enable the University to run an efficient and effective method of debt management.

## 2. SUPPORT TO STUDENTS

In applying the procedure, the University will at all times seek to be sympathetic to, and understanding of individual student's financial circumstances. However, for the University to do so, students must communicate with the University if they are experiencing financial difficulties. Students experiencing financial difficulty in paying their accommodation fees and charges should seek help at the earliest opportunity via:

- Making contact with the Service Co-ordinators at Residential Services Additional advice and assistance is also available from:
- Money @ Campus Life
- The Student Union Advice Centre

## 3. BACKGROUND

The University provides a range of accommodation for its students. Prior to moving into accommodation all students are required to agree and sign the terms of a licence agreement and are required to pay a reservation deposit as part of the acceptance process (this deposit is then deducted from the last terms rent) The licence agreement clearly outlines payment terms for accommodation. Students may pay for their accommodation fees in advance in full or by termly direct debit instalments. Students receiving a monthly bursary are eligible to pay by monthly standing order. Students are emailed Residence Regulations and are required to complete an online induction that clearly sets out the accommodation fee payment policy.

## 4. ACCOMMODATION FEES

The fees for university residences are set by the Senior Management Team and Student Affairs Committee each Spring for the following session, and details can be viewed on the website: [Residence Fees](#). The term Accommodation fee includes payments for gas and electricity and Water Rates.

## 5. PAYING YOUR RESIDENCE FEES

There are two options for paying residence fees:-

1. Termly Direct Debit (British Bank Accounts only)
2. Termly through your university intranet account - <https://intranet.swan.ac.uk/login/>
3. Payment in advance for the whole year

### 1. Termly Direct Debit (British Bank Accounts only)

- This allows for payment to be taken automatically in 3 or 4 instalments
- A statement will be issued to residents university email account at least 7 days before the expected payment date. Payments will be taken directly from the nominated bank account once each term.
- A resident must inform Residential Services immediately if the bank details have changed or the bank account has closed.
- Residents must ensure that sufficient funds are in the account on the due date as some banks may charge a fee for returning the mandate.



- The account must be able to honour BACS (Direct Debit) Payments.

## 2. Termly through your university intranet account

- View your account and make a payment, use the following link: <https://intranet.swan.ac.uk/login/>
- Click the **Financial Transactions tab on the left**; you will then be given full details on how to make a payment.
- Please ensure you **tick the accommodation checkbox** otherwise, the payment will go towards your tuition fees.

## 3. Payment in advance for the whole year

This can be done by:

- Cheque
- Debit/Credit Card
- Bank Transfer

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## NON-BRITISH BANK ACCOUNT HOLDERS

International students who wish to pay by termly direct debit are advised to open a British Bank Account when they arrive and then submit a direct debit to Residential Services.

## EXCHANGE STUDENTS

Exchange students who are here for no longer than one Academic Year are eligible to pay in termly instalments by cheque or debit/credit card. Students who wish to pay by bank transfer should contact Residential Services for details.

## HEALTHCARE STUDENTS

Healthcare students do not need to complete a direct debit mandate; they are eligible to pay residence fees on a monthly basis by standing order, to coincide with their bursary payments. Any healthcare student who does not make the appropriate arrangements will be expected to pay by termly direct debit or in full for the whole year.

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## 6. DEBT MANAGEMENT PROCEDURE

### a. ADVANCE NOTICE

- **7/10 Days (before due date)**

Residential Services will email residential students' University account, an invoice advising them of their accommodation account charges. If they have a direct debit set up, they are advised of the date the funds will be taken. All students who do not have a direct debit set up are advised to pay by the payment date. They are also given the methods of payment and details of where payment can be made.

### b. NON PAYMENT OF ACCOMMODATION FEES

If any student falls into arrears with any accommodation charges, the University will take the following steps to recover the debt.

### c. REMINDER ONE – STAGE 1

- **Day 4 (after due date)**

Email sent to a students' University I email address(es), to advise those who pay by direct debit, that their payment was not successfully collected.

Or

- **Day 7 (after due date)**



First reminder sent to students' University email address(es) to advise them they failed to pay by the invoice due date. At this stage a student is advised that they may incur a late payment charge of £50.00 if they do not contact us by day 11.

*a. REMINDER TWO – STAGE 2*

- **Day 11 (after due date)**

Second reminder sent to students' University email address(es) to advise them they failed to pay the monies owed following the first reminder. They are advised that account is overdue and to pay immediately, or they will be required to attend a meeting at Residential Services (a date is given). A £50.00 administration fee is charged at this stage

*b. REMINDER THREE – STAGE 3*

- **Day 14 (after due date)**

Any students that have not paid their accommodation fees and charges owed following reminder 2 receive a letter (hand delivered) to their term time address advising them again of the meeting and that they are required to attend a meeting with Residential Services (a date is given). This letter is also sent to their University email address(es). Students are advised they can be accompanied by a representative at this stage e.g. Students' Union or friend.

If the student does not attend the meeting their wireless internet in their room is redirected to an information page that advises them to contact Residential Services, this does not include SAS lettings properties. (The internet service does not form part of the rent and is provided at no cost to the student). They are also sent a letter advising them that if they do not make contact with Residential Services within 14 days the University will be serving a Section 8 Notice on the student.

*c. REMINDER / ACTION FOUR – STAGE 4*

- **Day 28 (after due date)**

Having undergone all steps of the process outlined above, to recover the accommodation debt from the student and a suitable payment plan has not been agreed (or been broken), after following above steps and payment of the accommodation debt is overdue by 28 days, eviction proceedings will commence. If the student vacates the accommodation and the debt remains unpaid, the debt will be passed to a debt collection agency for processing. The debt collection agency may pursue court action to recover the monies owed. In this situation, the University will reserve the right to add reasonable costs and expenses, including agency fees, legal fees and the cost of management time incurred.

*d. AGREED PAYMENT PLAN*

In situations where a student is experiencing genuine financial hardship, the University will agree an affordable payment plan to clear the debt during the academic year. If a student defaults on this payment plan, they are contacted by telephone and email. If the student continues to default on their payment plan, it will be escalated to stage three of the above processes.

## 6. DEBT FROM PREVIOUS YEARS

The University reserves the right to refuse an application for accommodation from a returning student if they have received a 'stage three' letter or have been served a section 21 notice in previous years of stay.

If any student falls into arrears with any accommodation charges, the University will take the following steps to recover the debt.



# APPENDIX B: RESIDENTIAL SERVICES' PROCEDURES DISCIPLINARY PROCEDURE



# DISCIPLINARY PROCEDURE

Residential Disciplinary Procedures (including the [Disciplinary Matrix](#)) relates to students in residences and SAS Lettings properties

## 1. INTRODUCTION

These disciplinary procedures should be read together with the [University's Disciplinary Procedures](#). The Residential Disciplinary Procedure relates to students in residence and SAS managed properties and are specific to the accommodation provision. They underpin the [University's Disciplinary Procedures](#), which take precedence over the Residential Disciplinary Procedures, where applicable.

In signing to the terms of the Residence Licence Agreement, a student also agrees to be subject to the Residence Regulations and any deviation from these terms will invoke the Residential Disciplinary Procedures.

## 2. DISCIPLINARY PROCEDURES

Any staff member dealing with any disciplinary matter, including minor misdemeanour will be required to keep a record of the incident. Only matters leading to a formal warning will be placed on the student's accommodation file and the student can be provided with a copy of the record, if requested. Normally, minor misdemeanours will not be referred to in references to future landlords, unless the student authorises a full disclosure.

Guidance on these procedures is offered by Residential Services. Students are also able to seek advice from the Students' Union.

## 3. PRECEDENCE OF LEGAL PROCESSES

Where a student is the subject of prosecution, the University recognises the precedence of such legal processes over the application of the Residential Disciplinary Procedures. The Head of Residential Services will decide whether and when action should be taken under these procedures, i.e. in cases where alleged criminal conduct has been reported to the police and either prosecution, or an investigation is being held, a decision not to prosecute has been taken.

## 4. APPLICABILITY

The Residence Regulations and terms of the Licence Agreement apply to every student in University or SAS managed accommodation, registered as a student of the University, including the Resident Life Assistants (RLA)

The Residential Regulations and Disciplinary Procedures will not normally apply to misconduct which takes place away from a University campus or at residential facilities not managed by SAS. Such matters will be dealt with via the [University's Regulations and Disciplinary Procedures](#). Initial and minor misconduct (see [Disciplinary Matrix](#) for examples) will be dealt with by an operational member of SAS staff. More significant, serious, grave or continued poor behaviour (defined as 'serious' henceforth) will normally be dealt with by the SAS Manager, and/or the Head of Residential Services.

## 5. RULES ON BEHAVIOUR

### a. GENERAL EXPECTATIONS

Within the residential community, it is expected that the highest levels of personal responsibility and mutual respect be shown.

### b. MISCONDUCT



1. Whilst not an exhaustive list and without prejudice to the generality of the list, [3. General Conduct and Behaviour](#) can be regarded as misconduct within the University's owned and managed accommodation, and therefore subject to the [Residential Disciplinary Procedure](#).
2. It should be noted that the University does not condone excessive drinking of alcohol due to the social and health issues it can create. Students retain full responsibility for any actions deemed as misconduct whilst under the influence of alcohol or other substances possibly affecting behaviour patterns.
3. In extreme cases of misconduct, where welfare or wellbeing is at potential risk, the Head of Residential Services may, where deemed appropriate, suspend a student from residential accommodation for a maximum of 14 calendar days, whilst the procedures detailed below are operated. This suspension may take immediate effect. If a suspension for a period of greater than 14 days is required, this can only be approved by the Director of Student Services.
4. In circumstances where the alleged misconduct is sufficiently serious to warrant temporarily moving the student to alternative accommodation, the Head of Residential Services may utilise this option. All displacement costs, when greater in value than rent being paid by the student will initially be supported by Residential Services, but these can be recouped from the student if it is subsequently found the students was at fault, following an investigation.
5. The Vice-Chancellor or authorised nominee may decide to suspend a student, from the University and therefore residences also where their conduct is under police investigation or the subject of prosecutions, pending the outcome of the matter, for periods up to and greater than 14 days. In such cases, the suspension will be reviewed on a monthly basis and any fresh evidence will be considered at that point. The student involved shall be informed of the review process.

#### *c. CAUSE OF DAMAGE OR LOSS*

SAS Lettings has the right to require a student or group of people responsible for the area/facility to pay for any damages or losses caused by confirmed misconduct. Payment of such damage will be aligned with the Residential Services [Charges Policy](#). A proportionate administration fee will be added to the invoice for processing the work.

## 6. CRIMINAL OFFENCES

### *a. REPORTING OF CRIMINAL OFFENCES*

Incidents arising in University managed accommodation will be reported to the Police by the University, unless decided otherwise by the Head of Residential Services, in consultation with or with the approval of the Director of Student Services.

### *b. WHERE MISCONDUCT IS ALSO A CRIMINAL OFFENCE*

Conduct which constitutes a criminal offence may also constitute misconduct if that conduct:

- a. took place in a University residential property or at a SAS managed property, and/or;
- b. affects or concerns other members of the University, and/or;
- c. damages the reputation of the University, and/or;
- d. itself constitutes misconduct within the terms of this procedure.

### *e. UNIVERSITY/CRIMINAL OFFENCE*

The following procedures apply where alleged misconduct would also constitute an offence under the criminal law, if proved in a court of law:

- a. Where the offence under criminal law is considered by the University to be not serious, action under this Code may continue but such action may be deferred at the discretion of the Head of Residential Services pending any police investigation or prosecution.
- b. In the case of serious offences under criminal law, no action (other than suspension from hall in the context of this procedure) pursuant to section 4.2, will be taken under this procedure unless the matter has been reported to the police and either prosecuted or a



decision not to prosecute has been taken, at which time the Head of Residential Services should decide whether disciplinary action should continue or be taken. A serious offence is deemed to be one in respect of which a custodial sentence would be given in the event that the student is found guilty of the offence.

- c. Where a finding of misconduct is made and the student has also been sentenced by a criminal court in respect of the same facts, the court's penalty shall be taken into consideration in determining any penalty under these procedures. This decision will lie with either the SAS Manager or the Head of Residential Services dependant on the level of investigation.
- d. If the police or the Crown Prosecution Service decides not to prosecute, the University may, exceptionally, proceed with action under these procedures depending on the reasons for the non-prosecution. The student is bound to provide the University with any relevant criminal convictions, which may be established by the University via authorised routes, if the outcomes of the court actions are not disclosed.

## 7. PROCEDURES

### a. GENERAL CONSIDERATIONS

All disciplinary proceedings are strictly confidential between the student and the University and any representative of the student, unless legislation dictates otherwise or the student wishes to disclose information.

- At the end of the disciplinary process, the University reserves the right to recover any damages and costs that the University has incurred as a result of action by the student concerned, if it was established the student was at fault.

### b. REPORTING OF MISCONDUCT

Students should report all cases of misconduct to SAS Lettings or Security staff as soon as possible after they occur and subsequently confirm the incident in writing. The report should contain the following information:

- Person or persons against whom the allegation of misconduct is made.
- Nature and frequency of the misconduct.
- Time and location of the misconduct and its reporting.
- Names of witnesses, and where possible contact details, who observed the misconduct and/or others made aware of the misconduct.
- Actions taken to deter the misconduct

### c. INVESTIGATION OF THE MISCONDUCT

The Customer Services Co-ordinator or Residence Life Co-ordinator shall arrange the appropriate level of investigation of the reported misconduct based upon the [Disciplinary Matrix](#):

Once information has been received by the Customer Services Co-ordinator or Residence Life Co-ordinator, they will determine within 14 working days, which of the following disciplinary proceedings will be invoked if;

- **Category A to C** sanctions if substantiated – an investigation will be carried out by the Customer Services Co-ordinator (or nominee) and may include a meeting with the student. Category A to C sanctions will be issued, if substantiated, by an operational member of SAS.
- **Category D** (serious) sanction if substantiated - the investigation is to be carried out by the Residence Life Co-ordinator and presented to the Customer Services Co-ordinator (or nominee), who will preside over matters.
- **Category E** (serious) sanction would be issued if substantiated – the investigation is to be carried out by the applicable Customer Services Co-ordinator and presented to the SAS Manager and the Head of Residential Services, who will preside over matters.



Non-residential matters are passed onto the appropriate University member of staff to deal with the investigation under the University Disciplinary Regulations.

When **Category A to C** is invoked, the operational member of SAS may meet with the student to allow the student to provide counter evidence.

- A decision will be made by the member of staff within 3 working days, but ideally at the end of the meeting with the student.
- This decision will be recorded on the student's accommodation file and sanctions highlighted in the [Disciplinary Matrix](#) imposed.
- A decision can be made in a student's absence, if the student is invited to a hearing but fails to attend. There is no appeal of issued sanctions A to C.

In circumstances where **Category D** is invoked it is the responsibility of the Residence Life Co-ordinator to ensure that:

- The student is informed in writing of the alleged misconduct, the procedures which will be adopted for its investigation, the interview arrangements, and the right to be accompanied either by a (non-interested) fellow student or a representative of the Students' Union, or a member of the academic, welfare or advisory staff of the University, but not accompanied or represented by any other individual.
- Before the hearing, the name and position of any accompanying person should be advised to the Customer Services Co-ordinator, who has discretion to object on grounds of involvement in the incident.
- The Customer Services Co-ordinator (or nominee), will preside over proceedings.
- The facts surrounding the alleged breach are investigated by Residence Life Co-ordinator, taking into account the statements of any available witnesses. This information is to be presented to the Customer Services Co-ordinator (or nominee), by the Residence Life Co-ordinator as part of the interview process. The student is to be given the opportunity, at a hearing, to respond to the evidence.
- If the student is invited to such a hearing and fails without good reason to attend, the Customer Services Co-ordinator may reach a decision in his/her absence or recommend suspension of proceedings pending compliance.

The Customer Services Co-ordinator has the authority to implement any one or a combination of the following:

- No disciplinary action taken
- Category A, B, C or D sanction is issued and a note is placed on the student's accommodation records giving the date of the warning and the reasons it was issued. The student shall receive a copy of that note and the consequences of further offences will be explained to him/her
- Order of payment to compensate damages
- Letter of Apology from the student to the impacted party
- One or more of the sanctions highlighted in the [Disciplinary Matrix](#)

In circumstances where **Category E** is invoked it is the responsibility of the Customer Services Co-ordinator to ensure that:

- The student is informed in writing of the alleged misconduct, the procedures which will be adopted for its investigation, the interview arrangements, and the right to be accompanied either by a (non-interested) fellow student or a representative of the Students' Union, or a member of the academic, welfare or advisory staff of the University, but not accompanied or represented by any other individual.
- Before the interview, the name and position of any accompanying person should be advised to the SAS Manager, who has discretion to object on grounds of involvement in the incident.
- The SAS Manager and Head of Residential Services will preside over proceedings.
- The facts surrounding the alleged breach are investigated by the Customer Services Co-ordinator or nominee, taking into account the statements of any available witnesses. This information is to be presented to the SAS Manager and Head of Residential Services, by the



Customer Services Co-ordinator. The student is to be given the opportunity, at a hearing, to respond to the evidence.

- If the student is invited to such a hearing and fails without good reason to attend, the SAS Manager and the Head of Residential Services, may reach a decision in his/her absence or recommend suspension of proceedings pending compliance.

The SAS Manager and the Head of Residential Services have the authority to implement one or a combination of the following:

- That no disciplinary action be taken.
- Category A, B, C or D sanction is issued and a note is placed on the student's accommodation records until the end of the licence agreement giving the date of the warning and the reasons it was issued. The student shall receive a copy of that note and the consequences of further offences will be explained to him/her.
- Order of payment to compensate damages.
- Letter of apology from the student to the impacted party.
- That the student be suspended from Residences only on the grounds of safety and wellbeing (see 4.2).
- That the student should be expelled from residences.

The usual series of events are sanctions A to E are issued in sequential order. This sequence may be over-ridden, if the Disciplinary Matrix determines otherwise.

- If a student receives a Category D sanction, he/she will be required to sign a copy to acknowledge receipt. This warning will form a Behavioural Contract. It will state that if the student repeats the offence or receives a further Category D sanction, following disciplinary proceedings involving conduct of the same nature or not, then he/she risks being expelled from University/SAS accommodation.
- If the student is to be issued a 'notice to quit' then the notice to quit will not be processed until the appeal procedure, see section 7, has been completed. If the time limit for commencing an appeal under section 7.1. has expired and no appeal has been received then the SAS Manager will implement the 'notice to quit' process.
- A record of any formal disciplinary action shall be placed on the student's accommodation file for the remainder of the licence agreement and may be used when prioritising residential places for the following academic year. Those students who have been issued with a Category D or E sanction will not be allocated accommodation in future years.

## 8. APPEALS

### a. RIGHT AND NOTICE OF APPEAL

- A student may appeal against Category A to C sanctions if a payment is required or a student is required to undertake community service or a health and safety course, but only if new evidence comes to light or it can be demonstrated due processes were not followed.
- No appeal can be made if the sanction is a formal written warning on the student's accommodation record.
- Appeals are to be made in writing to the Customer Services Co-ordinator within 14 days of the adjudication.
- Appeals against Category D sanctions are made by writing to the SAS Manager within 14 working days of the adjudication being made by the Customer Services Co-ordinator or nominee and received by the student.
- An appeal against the issue of a Category E/notice to quit, recommended by the SAS Manager and Head of Residential Services, must be submitted in writing, to the Director of Student Services within 14 days of the adjudication being made by the SAS Manager and Head of Residential Services and received by the student.

### b. DECISION OF APPEAL

- The Director of Student Services may confirm, overturn or modify the decision and recommendation(s) of the SAS Manager and Head of Residential Services. In turn, the SAS Manager may confirm, overturn or modify the decision and recommendation(s), of the



Customer Services Co-ordinator. The decision of the Director of Student Services will be made known to the student making the appeal within 14 working days.

- If a student remains dissatisfied with the outcome of the Appeal they may request a Final Review within 14 working days of the date of the Category E Appeal decision, by completing and submitting to the Academic Registrar the Final Review Application Form. (Form and details of the grounds for Final Review are available from the Academic Registry and online.)
- Once the Final Review process has been completed the Academic Registrar will issue the student with a Completion of Procedures letter confirming the University's final decision and that the procedures have been completed. A student may then consider asking the Office of the Independent Adjudicator for Higher Education (OIA), or the UUK Student Accommodation Code administrator, to externally review the handling of the case.

### **The standard of proof to be satisfied in respect of allegations of student misconduct**

A student shall be presumed to be innocent until proven otherwise, the burden of proof (duty of proving the allegation) shall rest on the University and the standard of proof should be on the balance of probabilities.

### **C. REPORT TO THE STUDENT AFFAIRS COMMITTEE**

Any residential disciplinary proceeding resulting in a 'notice to quit' being issued and any subsequent appeals will be reported to the Student Affairs Committee.

### **d. DISCIPLINARY MATRIX**

The Disciplinary Matrix details what the normal level of sanction will be for breaches of Residence Regulations, within each Category A-E. The disciplinary processes are explained in full in the Residential Disciplinary Procedure. Examples of breaches of the Regulations are indicative but not exhaustive and are provided to steer SAS team members to the appropriate process to follow.



# DISCIPLINARY MATRIX

| STAFF   | CATEGORY | INCIDENT/BREACH OF REGULATION   | LEVEL OF SANCTIONS IMPOSED   |
|---|----------|---|--|
| Operational member of staff from SAS (Residence Life Co-ordinator in their absence) | <b>A</b> | <ul style="list-style-type: none"> <li>• Low level noise disruption</li> <li>• Excessive lock outs (i.e. + 10 times)</li> <li>• Untidy communal areas (including refusal to clean facilities when requested)</li> <li>• Accidental damage to property</li> <li>• Leaving items in corridors/escape routes</li> <li>• Operating unsafe electrical equipment</li> <li>• Failure to comply with car parking regulations</li> </ul>   | <ul style="list-style-type: none"> <li>• Formal verbal warning</li> <li>• Recharge for damage caused and administration costs</li> </ul>   |
| Operational member of staff from SAS (Residence Life Co-ordinator in their absence) | <b>B</b> | <ul style="list-style-type: none"> <li>• Deliberate or significant noise disruption</li> <li>• Causing disturbance to local private residents</li> <li>• Petty theft</li> <li>• Propping open a fire door</li> <li>• Accidental false alarm activation</li> <li>• Misuse of the internal telephone system</li> <li>• Distribution of promotional material</li> <li>• Repeated Category A offence(s)</li> </ul>  | <ul style="list-style-type: none"> <li>• Written warning</li> <li>• Recharge for damage caused and administration costs</li> </ul>   |
| Operational member of staff from SAS (Residence Life Co-ordinator in their absence) | <b>C</b> | <ul style="list-style-type: none"> <li>• Accessing restricted areas</li> <li>• Throwing items from windows</li> <li>• Deliberate damage to property</li> <li>• Smoking in a non-smoking area</li> <li>• Tampering with fire fighting and fire protection equipment</li> <li>• Not cooperating during a fire alarm</li> <li>• Theft</li> <li>• Deliberate malicious activation of fire alarm</li> <li>• Repeated Category B offence(s)</li> </ul>  | <ul style="list-style-type: none"> <li>• Any of the above sanctions in Category B plus:</li> <li>• Requirement to attend Fire Safety Seminar (non-attendance results in disciplinary sanctions being escalated)</li> <li>• Requirement to attend Alcohol Awareness training (non-attendance results in disciplinary sanctions being escalated)</li> <li>• Community Service</li> <li>• Written report to student's Head of Department and tutor</li> </ul> |
| Customer Services Co-ordinator SAS (other Residence Manager can deputise)           | <b>D</b> | <ul style="list-style-type: none"> <li>• Assault</li> <li>• Possession of prohibited items such as fireworks or weapons</li> <li>• Bullying or intimidator behaviour</li> <li>• Use of social networks that impacts individuals or groups in a negative/inappropriate manner</li> <li>• Possession of prohibited drugs</li> <li>• Verbal abuse of university staff or contractors</li> <li>• Tampering with fire alarm panels</li> <li>• Use/access of premises for inappropriate commercial use</li> <li>• Repeated Category C offence(s)</li> </ul> | <ul style="list-style-type: none"> <li>• Any of the above sanctions in Category A-C plus:</li> <li>• Behavioural Contract</li> <li>• Referral to Dignity at Work and Study</li> <li>• Transfer to an alternative room or residence (in case of health and safety to student or other students)</li> </ul>  |
| SAS Manager and Head of Residential Services  | <b>E</b> | <ul style="list-style-type: none"> <li>• Serious Assault</li> <li>• Drug Dealing</li> <li>• Major Criminal Damage</li> <li>• Significant theft</li> <li>• Any activity posing a serious risk of harm or death to others</li> <li>• Repeated Category D offence(s)</li> </ul>  | <ul style="list-style-type: none"> <li>• Permanent exclusion from Residence</li> <li>• Referral to the Academic Registry under the University's Formal Disciplinary Procedures</li> </ul>  |



## APPENDIX C: RESIDENTIAL SERVICES' POLICIES



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## COMPENSATION POLICY

- a. The University shall not be liable in the respect of interruption to services by reason of mechanical defect/breakdown/ frost/ inclement conditions or unavoidable shortages of fuel/materials/water/labour or any other beyond the reasonable control of the University.
- b. Building faults inevitably occur in all accommodation. Providing that the faults are promptly repaired it is not appropriate to pay compensation. However, in exceptional circumstances, payment of compensation may be proper; this will normally occur when there has been a significant failure to provide an appropriate service response.
- c. If compensation is considered, it will be calculated using the following criteria:
  - Loss of heating - 15% of net rent for the period of the loss (after first 48 hours).
  - Loss of hot water - 15% of net rent for the period of the loss (after first 48 hours).
  - Loss of heating and hot water -30% of net rent for the period of the loss (after first 48 hours).
  - Complete loss of bathroom/en suite facilities – 25% of net rent for period of loss\* (after first 48 hours).
  - Complete loss of kitchen facilities – 25% of net rent for period of loss\* (after first 48 hours).
  - Loss of use of bedroom – 50% of net rent for period of loss\* (after first 24 hours).
  - Complete loss of use of accommodation – 100% of net rent for period of loss\*.

*\*Only applicable if suitable alternative facilities are not offered within one working day.*

- d. Other reasonable expenses will be considered on an individual basis.
- e. Wherever expenses are agreed with your Residence Manager in advance, receipts should be provided.

## CHARGES POLICY

To maintain the standards in our residences whilst striving to keep rents affordable, we must recover costs from instances of damage.

### a. CHARGES

- 1.1. Circumstances when charges are levied
- 1.2. Charges will only be levied following a meeting with resident(s):
  - To investigate how damages occurred.
  - To provide a full explanation of possible costs.
- 1.3. The Licensee forms part of a community which requires every student ensures it is a safe and well maintained environment. As such any communal damage costs will only be imposed, where, after reasonable investigation, the person or persons responsible for the damage cannot be identified.
- 1.4. The above does not apply if unreported damage is found on inspection after you have moved out of your accommodation. If this is the case, you will be billed for damage caused without the requirement of a meeting.
- 1.5. Charges will be transparent and copy invoices of all costs can be made available on request.
- 1.6. Charges will incur a 15% administration charge, up to a maximum of £50.00.

### b. APPEALS

- You can appeal against charges in writing to your Residence Manager.

### c. RESIDENTIAL DISCIPLINARY PROCEDURE



- As well as recouping costs to rectify damage, instances of damage may also invoke the Residential Disciplinary Procedure.

#### d. PAYMENT

- All damage charges must be paid in full on or before the next accommodation payment due date.
  - Charges incurred after all residence fees have been paid must be paid within a month of receipt.
  - If you are unable to pay damage charges in full due to financial difficulties, you must arrange an appointment with Residential Services' to arrange a suitable payment plan.
  - If you fail to pay damage charges within the above timescales, you will invoke the University's debt collecting procedures.
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## APPENDIX D: GENERAL INFORMATION - VALUES



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## STUDENT SERVICES – OUR VALUES

- a. Excellence & Innovation
- b. Diversity, Inclusivity and Respect
- c. Honesty & Integrity
- d. Partnership & Teamwork
- e. Sustainability

Excellence & Innovation – we are a professionally skilled team who go the extra mile to develop and deliver innovative, high quality, student focused services to support individual students' learning, aspirations and potential. To promote this, we support the development and wellbeing of our staff and encourage creativity and innovation in the workplace.

Diversity, Inclusivity and Respect – we are a diverse group of individuals who work to support all students, to break down perceived barriers and to promote a strong community ethos based on dignity, respect and fairness. We actively support widening access and community cohesion.

Honesty & Integrity – our primary concern is the best interests of students. We provide information on available options and offer confidential advice and guidance within appropriate professional boundaries to support autonomous decision making. Our decision making processes are open and transparent.

Partnership & Teamwork – we work as one team, within appropriate boundaries of confidentiality, with students, other University Professional Services, Colleges, the Students' Union, partner institutions and external agencies to ensure a holistic approach to the delivery of an excellent experience for every student.

Sustainability – we stand alongside students, providing the individual support that is needed to encourage and enable them to support themselves as global citizens and contribute to a sustainable future. Our operations aim for sustainable use of resources.

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## RESIDENTIAL SERVICES' MISSION STATEMENT

Our mission is to provide a range of student accommodation, inclusive of all needs, that is of the highest possible standard. In undertaking this we are attentive to six core values:

1. Quality service
2. Welfare support
3. Community contribution, responsibility and development
4. Respect, understanding, openness and honesty
5. Appreciation of feedback and good communication
6. Value for money



# RESIDENTIAL SERVICES' STUDENT CHARTER

## a. RESIDENTIAL SERVICES COMMITMENT

The Residential Services' Student Charter outlines our commitments to you.

Residential Services will:

- Meet with all the standards set out in the UUK Code of Practice: UUK Accommodation Code.
- Deliver accommodation that is prepared to the standards set out in our Service Level Statement.
- Distribute honest, accurate and realistic information about our accommodation and give impartial housing advice.
- Provide safe, secure accommodation including 24 hour security on Campus.
- Ensure provision of necessary utilities.
- Ensure faults are rectified within agreed time frames.
- Encourage an environment conducive to study that is free from unreasonable noise.
- Seek to prevent intimidation, harassment or discrimination so far as is possible and provide welfare support.
- Operate to and make available all policies, procedures and documentation upon request.
- Consult the University's Student Affairs Committee (on which there is strong Students' Union representation) about fees, rules and regulations.
- Ensure staff are appropriately qualified and trained to competently carry out their responsibilities.
- Seek your feedback and operate a well-defined, accessible complaints procedure.
- Present responsive services and a friendly welcome.
- Provide students with a value for money accommodation provision.

## b. STUDENTS COMMITMENT

The Residential Services' Student Charter outlines your commitments as a resident.

We require all residents to:

- Adhere to all terms, rules and regulations as detailed in the Accommodation Offer Letter, the Residence Licence Agreement and the Residence Regulations.
- Treat all residents, staff and contractors with politeness and respect.
- Respect the lifestyles, beliefs and cultures of other residents.
- Be considerate of all residents in the local community and respect their privacy and property.
- Keep night time noise to a minimum to avoid disturbing fellow residents and the local community.
- Maintain a reasonable level of tidiness and hygiene in all accommodation areas, particularly in food preparation areas.
- Act in a responsible manner that is mindful of the safety, security and health of residents, neighbours, staff, visitors and the local community.
- Be responsible for security: ensuring doors and windows are locked, looking after my keys and reporting suspicious activity.
- Cooperate fully with investigations into security and disciplinary shortcomings.
- Take responsibility for the conduct and actions of their guests, making them aware of the rules and regulations in place.
- Pay all residence fees and charges by the due dates.
- Be environmentally aware, taking steps to conserve energy and recycle.

**I understand that in accepting my Residence Licence Agreement I am making the above commitments to Residential Services & Student Accommodation Services.**



# RESIDENTIAL SERVICES' SERVICE LEVEL STATEMENT

## a. OUR COMMITMENT TO THE QUALITY OF YOUR ACCOMMODATION

SAS Lettings works hard to ensure that your accommodation is prepared to a high standard prior to your arrival. To ensure this is achieved, we make the following commitments:

## b. FACILITY PREPARATIONS

### *BEDROOMS*

- All surfaces will be free from dirt and dust
- Carpets will be freshly vacuumed and free of significant stains (where possible)
- Where provided, notice boards will be clean and well presented
- A clean mattress protector will be placed on the mattress
- Curtains will be clean and in good condition
- All soft furnishing will be in good condition and free of tears
- The door lock will be secure and fully functional

### *BATHROOMS\**

- All sanitary ware will be clean and in good condition
- Taps, showers and toilets will be in good working order, plugs will be provided in sinks
- Mastic sealing will be in good condition and free from mould
- Tiles will be secure and grouting will be clean
- Where shower curtains are used it will be clean and free from mould
- The floor will be clean and in good condition

### *KITCHENS\**

- All kitchen equipment will be fully working
- All equipment will be clean and free of food residue
- Freezers will be recently defrosted.
- Fridges and freezers will be empty and at operating temperature.
- All surfaces will be free from dirt and dust
- All cupboards will be empty and clean
- The floor will be clean and in good condition

### *OTHER AREAS\**

- Corridors and stairwells will be clear
- Floors will be clean and in good condition
- Carpets will be vacuumed and free of significant stains
- All windows will be clean – inside and out
- Entrance door locks will be secure and fully functional

\* In communal areas SAS Lettings can only commit to providing these standards until the first person occupies the accommodation.

In the unusual event that we have not achieved these standards, please let us know, we will do our very best to immediately correct the situation.

## c. FAULT RECTIFICATION

All faults with the building, services and equipment will be rectified in a reasonable time. All faults that could cause serious injury will be rectified within one working day. All other issues will be rectified within 7 days if urgent, otherwise 28 days. Alternative accommodation facilities will be provided if necessary or if the above deadlines cannot be adhered to due to circumstances beyond Student Accommodation Services' control.



#### d. SERVICES

- 24 hours security and welfare support will be provided to all residents.
- SAS Lettings will offer advice and services during University office hours, with the exception of sickness or staff training.

Updated 22/10//2019

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